

PUBLIC HEARINGS (2) 6:30 P.M.

The City of Natchitoches will conduct two (2) public hearings on Monday, February 27, 2012 beginning at 6:30 p.m. at the Natchitoches Arts Center located at 716 Second Street.

The purpose of the first public hearing will be to receive comments on the City's performance on its FY 2010 Louisiana Community Development Block Grant (LCDBG) Program (Contract No. 670715) for street improvements. The City will submit close-out documents for the aforementioned LCDBG program to the Louisiana Division of Administration within forty-five (45) calendar days of this notice.

The second public hearing, a Fair Housing Informational Hearing, will be conducted following the Performance Hearing. The purpose of this hearing is to discuss fair housing policies, including the Fair Housing Act as Amended (Title 8), and any recommendation for improving fair housing opportunities within the community.

All residents of the City, particularly low to moderate income persons, are invited to attend and submit comments. Any person unable to attend these hearings may submit their written comments to: Mr. Wayne McCullen, Mayor, City of Natchitoches, Post Office Box 37, Natchitoches, LA 71457

Any person having a physical handicap that requires special accommodations or any non-English speaking persons who require an interpreter should telephone the City at (318) 352-2772 or write to the City at the above address at least three (3) days prior to the hearing date.

The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

NATCHITOCHES CITY COUNCIL MEETING FEBRUARY 27, 2012 7:00 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF FEBRUARY 13, 2012**
5. **PROCLAMATION:**
#017 Payne Proclamation Declaring the Fourth Week of March, 2012 as Successful Reentry Awareness Week
6. **BIDS – OPEN:**
#014 Mims Resolution Authorizing the Mayor to Open the Bids for Water System Improvements, Fluoride Chemical Feed Station, at the Water Treatment Plant (Bid No. 0523)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Norman Nassif

7. **ORDINANCES – FINAL:**

- #006 **Payne** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With Natchitoches Historic Foundation, Whereby The City Of Natchitoches Will Lease To The Natchitoches Historic Foundation The Ground Upon Which The Roque House Is Located And The Natchitoches Historic Foundation Will Lease Ground And Facilities To The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance
- Tabled #007 **Nielsen** An Ordinance Extending The City Limits Of The City Of Natchitoches Annexing Tracts Situated In Sections 70 And 71, Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, Said Tracts Lying Adjacent To And East Of Louisiana Highway 1 South And Adjacent To The Existing Municipal Limits Of The City Of Natchitoches, And Further Providing For The Fixing Of A Public Hearing, Advertisement, Fixing Council District For Same, Fixing Zoning Classification And Providing for An Effective Date Of The Ordinance.
- #008 **Mims** Ordinance Amending the 2011 – 2012 Budget to Reflect Additional Revenues and Expenditures
- #009 **Morrow** Ordinance Authorizing Mayor Wayne McCullen To Execute An Application With The Louisiana Department Of Environmental Quality (LDEQ) For The Repairing And Stabilization Of Embankment Along Cane River In Downtown Natchitoches And Dredging The Eroded Material From The River

8. **ORDINANCES - INTRODUCTION:**

- #010 **McCain** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute A Lease In Favor Of Flight Academy Of New Orleans, L.L.C., Of Lot 1A Of The Natchitoches Regional Airport As Shown On The Airport Layout Plan Of April 27, 2001, By Alliance Incorporated And Further Providing For Advertising Of The Lease And An Effective Date
- #011 **Nielsen** Ordinance Approving Of A Proposed An “Ultimate No Build Zone” In Areas Adjacent To The Natchitoches Regional Airport As Shown And Depicted On A Map Prepared By Airport Development Group, Inc., Said No Build Zone Intended To Accommodate Clearance For Existing Runways And Proposed Extensions Of Same, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance.
- #012 **McCain** An Ordinance Authorizing The Mayor Of The City Of Natchitoches, Wayne McCullen, To Execute A Lease With Option To Purchase For The Lease And Eventual Purchase Of Tract Located On The Southwest Corner Of The Intersection Of Second Street And Amulet Street, From D. Bailey Thaxton, et al, Said Lease Providing For A Five Year Term With An Option To Purchase At The End Of The Term, To Provide For Advertising, And A Savings Clause

#013 Payne

An Ordinance Approving The Contract For Services With Zambelli Fireworks Manufacturing Company, PyroAgent, Inc. and Showtech Production, Inc. Setting The Terms And Conditions Of Said Contract(s), And Authorizing The Execution Of The Agreement(S) By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertizing And A Savings Clause

#014 Nielsen

Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Cooperative Endeavor Agreement With The State Of Louisiana, Department Of Culture Recreation And Tourism, Historic District Development Commission, Natchitoches Parish Tourism Commission, Northwestern State University, Cane River Heritage Area, And The Historic District Businessowners Association, Whereby The City And Other Entities Will Create The Natchitoches Tri-Centennial Commission, And Develop City Park For The Tri-Centennial Celebration, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance

Tabled⁹. **RESOLUTIONS:**

#013 Mims

Resolution Appointing Stacy McQueary As Clerk Of The Council For The City Of Natchitoches

#015 McCain

Resolution Approving The Transfer Of A Lease Agreement Of A Lot In The Natchitoches Regional Airport From Exchange Bank & Trust Company To Chris Sharplin, Including The Authorization Of The Mayor To Execute An Instrument Approving The Assignment Of The Lease.

10. ADJOURNMENT

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA
SPECIAL CALLED MEETING HELD ON
MONDAY, FEBRUARY 27, 2012 AT 7:0 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana, on Monday, February 27, 2012, at 7:00 p.m.

There were present: Councilman at Large, Don Mims, Jr.
Councilman Jack McCain
Councilman Larry Payne
Councilwoman Sylvia Morrow

Absent: Councilman Dale Nielsen

The Mayor called the meeting to order and welcomed everyone to the meeting. Michael Braxton led the Council in prayer. Mr. Don Mims, Jr. followed with the Pledge of Allegiance.

Mayor McCullen called for the reading and approval of the Minutes of the February 13, 2012 meeting. Mr. McCain made a motion to approve the minutes and dispense with the reading of the minutes. This was seconded by Ms. Morrow. The roll call vote was as follows:

AYES: McCain, Morrow, Payne, Mims
NAYS: None
ABSENT: Nielsen

The following Resolution was Introduced by Councilman Payne and Seconded by Councilman at Large Mims as follows, to-wit:

RESOLUTION NO. 017 OF 2012

PROCLAMATION

WHEREAS, Louisiana incarcerates more citizens per capita than any other state in America; and

WHEREAS, ninety-seven percent (97%) of these citizens will eventually be returned to the local communities; and

WHEREAS, the majority of these citizens are moms, dads, and veterans who want to be reunited with their families and become productive, law-abiding, tax-paying citizens; and

WHEREAS, support services to ensure successful reentry are few despite the obvious need; and

WHEREAS, every tax payer in the state benefits from successful reentry; and

WHEREAS, it is important to the overall economic condition of the state to have ex-offenders successfully reenter our communities where they can work, support their family, attend their church, and purchase from their neighborhood stores and shops; and

WHEREAS, it is appropriate that all Louisiana citizens be aware of the benefits of achieving successful reentry and the challenges faced by those in need of successful reentry;

NOW, THEREFORE, I, Wayne McCullen, Mayor of the City of Natchitoches do hereby proclaim the fourth (4th) week of March, 2012 as

SUCCESSFUL REENTRY AWARENESS WEEK

in the City of Natchitoches, Louisiana and urge all citizens to observe this week.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Mims, McCain, Morrow
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 27th day of February, 2012.


WAYNE McCULLEN, MAYOR

Mr. Payne invited Kandi Christophe to the podium. Ms. Christophe, of Reentry Solutions of Louisiana, explained that there are 34 thousand people who are incarcerated and each year, and we release 15 thousand people back into the community. These people need help finding employment and housing. On March 17, 2012, this organization will host the first Reentry Day. Ms. Christophe thanked the City for being a part of this program.

The following Resolution was Introduced by Councilman at Large Don Mims and Seconded by Councilwoman Morrow as follows, to-wit:

RESOLUTION NO. 014 OF 2012

**A RESOLUTION AUTHORIZING THE MAYOR TO OPEN
THE BIDS FOR WATER SYSTEM IMPROVEMENTS, FLUORIDE
CHEMICAL FEED STATION, AT THE WATER TREATMENT PLANT**

(BID NO. 0523)

WHEREAS, by Resolution No. 128 of 2011 dated November 14, 2011 the Mayor was authorized to advertise for bids for water system improvements, fluoride chemical feed station, at the Water Treatment Plant (Bid No. 0523).

WHEREAS, bids were to be opened at the regular scheduled City Council Meeting on January 9, 2012 and no bids were received.

WHEREAS, this bid was re-advertised in the *Natchitoches Times* on January 27, February 3 and 10, 2012 in accordance with law; and

WHEREAS, the City now wishes to open the bids for the fluoride chemical feed station at the Water Treatment Plant (Bid No. 0523); and

WHEREAS, the following committee members were appointed to review the bids received and make a recommendation: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly and Norman Nassif of Nassif Engineering & Architecture, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to open the bids for the water system improvements, fluoride chemical feed station, at the Water Treatment Plant (Bid No. 0523).

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, Morrow, Payne, McCain
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 27th day of February, 2012.


WAYNE McCULLEN, MAYOR

BID OPENING
CITY OF NATCHITOCHE
BID # 0523

Fluoride Chemical Feed Station

DATE: MONDAY, February 27, 2012

TIME: 7:00 PM

LOCATION: City Council Meeting

BIDDER	BASE BID
1. Cecil D. Gassiot, LLC	\$91,500.00
2. Hemphill Const. Co.	\$107,946.00
3. J. S. Haren Company	\$67,900.00
4.	
5.	
6.	
7.	
8.	
9.	

Mr. Mims explained that the bids were to be opened at the January 9, 2012 meeting of the City Council Meeting; however, no bids were received. The bids were re-advertized according to law, and now we will review the bids and receive recommendations by the Committee, Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, and Norman Nassif.

Mayor McCullen asked Mr. Lee and Mr. Nassif to open the bids at this time. Mr. Lee stated that the budget was \$100,000.00 for this project.

- 1) Cecil D. Gassett, Contractor's License No. 1012.
The bid bond is attached.
The base bid is \$91,500.00.
- 2) Hemphill Construction Company, Contractor's License No. 6323.
The bid bond is attached.
The base bid \$107,946.00
- 3) J. S. Haren Company, Contractor's License No. 55274.
The bid bond is attached.
The base bid is \$67,900.00.

That concludes the bids. Mayor McCullen asked the committee to evaluate the bids and report at the next City council meeting.

The following Ordinance was introduced by Mr. Payne and seconded by Mr. Mims as follows, to-wit:

ORDINANCE NO. 006 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH NATCHITOCHES HISTORIC FOUNDATION, WHEREBY THE CITY OF NATCHITOCHES WILL LEASE TO THE NATCHITOCHES HISTORIC FOUNDATION THE GROUND UPON WHICH THE ROQUE HOUSE IS LOCATED AND THE NATCHITOCHES HISTORIC FOUNDATION WILL LEASE GROUND AND FACILITIES TO THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS, the Natchitoches Historic Foundation (sometimes hereinafter "NHF") is the owner of the Roque House which is currently located on property owned by the City on the right descending bank of Cane River Lake; and

WHEREAS FURTHER, the Roque House was located on property owned by the City pursuant to an unwritten agreement between the NHF and the City that had the goal of preserving the historically important Roque House and also making the Roque House available to the public as an educational tool and a tourist attraction; and

WHEREAS FURTHER, the City Council of the City of Natchitoches acknowledges the cultural, architectural and historical significance of the Roque House and the City Council is of the opinion that it is important to authorize and enable the continued location of the Roque House on the bank of Cane River Lake where it serves as a educational tool and tourist attraction; and

WHEREAS FURTHER, the City and the NHF desire to memorialize, in writing, the long standing agreement between the parties as to the ownership of the Roque House and to further enter into an agreement for the future placement and use of the Roque House; and

WHEREAS FURTHER, the Roque House is currently located on a tract of ground owned by the City, and more particularly described as follows, to-wit:

That certain tract of ground located in the City and Parish of Natchitoches, Louisiana, being shown and depicted as a 2,117 square foot lot on a plat of survey by Robert Lynn Davis, dated January 26, 2012, and described thereon as follows, to-wit:

From a found "X" chipped in concrete at the intersection of the southernmost right of way of Lafayette street and the westernmost right of way of Front Street; thence South 63 degrees 32 minutes 56 seconds East a distance of 143.21 feet to the point of beginning; thence from the point of beginning South 76 degrees 31 minutes 22 seconds East a distance of 53.48 feet; thence South 12 degrees 22 minutes 38 seconds West a distance of 39.44 feet; thence North 76 degrees 47 minutes 26 seconds West a distance of 53.54 feet; thence North 12 degrees 27 minutes 46 seconds East a distance of 39.69 feet to the point of beginning, all as more fully shown and depicted on the survey by Davis. (Sometimes hereinafter "Roque House Site").

WHEREAS FURTHER, the City and the NHF have agreed to enter into a Cooperative Endeavor Agreement (sometimes hereinafter "CEA") under which the City will acknowledge the ownership of the Roque House by the NHF, and that the City and NHF will agree as to the future use and maintenance of the Roque House; and

WHEREAS FURTHER, the CEA provides for the location of the Roque House on the Roque House Site for a period of ten years, with two automatic ten year extensions; and

WHEREAS FURTHER, the CEA further provides that the City will make monthly payments in the amount of \$750.00 to the NHF for the exclusive use of the Roque House during the ten year period; and

WHEREAS FURTHER, the CEA further provides that all maintenance of the Roque House will be undertaken by the City, but that the NHF will be consulted before any maintenance or repairs are performed by the City; and

WHEREAS FURTHER, the City and NHF agree that the NHF will undertake all structural repairs and maintenance of the Roque House, but that the City may, upon request, contribute to such structural repairs; and

WHEREAS FURTHER, the CEA further provides that the City acknowledges that the Roque House will be owned by the NHF at the end of the term of the CEA or any extension thereof; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Cooperative Endeavor Agreement and has approved the terms of same; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the continuation of the agreement with the NHF will promote the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen is hereby authorized to execute the attached Cooperative Endeavor Agreement with the Natchitoches Heritage Foundation.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

This Ordinance was introduced on the 23rd day of January, 2012 and advertised in the *Natchitoches Times* on January 27, February 3 and February 10, 2012.

This Ordinance having been submitted on a roll call vote, the vote thereupon was as follows, to-wit:

AYES:	Payne, Mims, McCain, Morrow
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	None

THEREUPON, the Mayor declared the Ordinance passed by a vote of four ayes to zero nays, on this the 27th day of February, 2012.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the ^{28th}~~13th~~ day of February, 2012 at 10:00 A.M.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

COOPERATIVE ENDEAVOR AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, the City of Natchitoches is specifically authorized under Section 1.06 of the Charter of the City of Natchitoches to provide for the general welfare, safety, health, peace and good order of the City, and further authorized under Section 1.07 of the Charter of the City of Natchitoches to enter into Joint Service Agreements or Cooperative Efforts with other governmental agencies; and

WHEREAS FURTHER, the Natchitoches Historic Foundation (sometimes hereinafter referred to as "NHF") is a Louisiana not for profit corporation that has among its purposes the preservation and protection of historical and cultural structures in the City and Parish of Natchitoches; and

WHEREAS, the Natchitoches Historic Foundation (sometimes hereinafter "NHF") is the owner of the Roque House which is currently located on property owned by the City on the right descending bank of Cane River Lake; and

WHEREAS FURTHER, the Roque House was located on property owned by the City pursuant to an unwritten agreement between the NHF and the City that had the goal of preserving the historically important Roque House and also making the Roque House available to the public as an educational tool and a tourist attraction; and

WHEREAS FURTHER, the City and the NHF agree as to the cultural, architectural and historical significance of the Roque House and the City and NHF believe that it is important to authorize and enable the continued location of the Roque House on the bank of Cane River Lake where it serves as a educational tool and tourist attraction; and

WHEREAS FURTHER, the City and the NHF desire to memorialize, in writing, the long standing agreement between the parties as to the ownership of the Roque House and to further enter into an agreement for the future placement and use of the Roque House; and

WHEREAS FURTHER, the Roque House is currently located on a tract of ground owned by the City, and more particularly described as follows, to-wit:

That certain tract of ground located in the City and Parish of Natchitoches, Louisiana, being shown and depicted as a 2,117 square foot lot on a plat of survey by Robert Lynn Davis, dated January 26, 2012, and described thereon as follows, to-wit:

From a found "X" chipped in concrete at the intersection of the southernmost right of way of Lafayette street and the westernmost right of way of Front Street; thence South 63 degrees 32 minutes 56 seconds East a distance of 143.21 feet to the point of beginning; thence from the point of beginning South 76 degrees 31 minutes 22 seconds East a distance of 53.48 feet; thence South 12 degrees 22 minutes 38 seconds West a distance of 39.44 feet; thence North 76 degrees 47 minutes 26 seconds West a distance of 53.54 feet; thence North 12 degrees 27 minutes 46 seconds East a distance of 39.69 feet to the point of beginning, all as more fully shown and depicted on the survey by Davis. (Sometimes hereinafter "Roque House Site").

WHEREAS FURTHER, the City and NHF desire to acknowledge the ownership of the Roque House by the NHF, and authorize the continued location of the Roque House at the Roque House Site, and the City and NHF further desire to provide for the future use and maintenance of the Roque House; and

WHEREAS FURTHER, the City and NHF desire to provides for the location of the Roque House on the Roque House Site for a period of ten years, with two automatic ten year extensions of this agreement; and

WHEREAS FURTHER, in exchange for the exclusive use of the Roque House the City will make monthly payments in the amount of \$750.00 to the NHF during the initial ten year period; and

WHEREAS FURTHER, the City and NHF agree that the City will undertake all day to day maintenance and repairs of the Roque House, but that the NHF will be consulted before any maintenance or repairs are performed by the City; and

WHEREAS FURTHER, the City and NHF agree that the NHF will undertake all structural repairs and maintenance of the Roque House, but that the City may, upon request, contribute to such structural repairs; and

WHEREAS FURTHER, the City and the NHF agree and acknowledge that the continued location of the Roque House at the Roque House Site will not change the ownership of the Roque House by the NHF; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS FURTHER, the NHF is authorized to enter into this agreement as evidenced by the attached corporate resolution; and

WHEREAS FURTHER, the NHF is of the opinion that the continued location of the Roque House on the Roque House Site furthers the goals of the NHF and will provide access to the public to a historic and culturally significant structure; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has concluded that the continued location of the Roque House on the Roque House Site is of benefit to the City of Natchitoches and as a historic and educational tool in the Historic District and helps promote tourism resulting in an positive economic impact to the City and all of which provides for the health, safety and welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, the City plans to open the Roque House to the public for historical, educational and community purposes to support local cultural events, activities and special programs; and

WHEREAS FURTHER, the City and the Authority desire to enter into a Cooperative Agreement allowing the continued location of the Roque House on the Roque House Site, and further providing for the exclusive use of the Roque House by the City in exchange for the payment by the City of \$750.00 per month and the assumption of maintenance and repairs by the City; and

NOW THEREFORE, the City of Natchitoches, Louisiana, a municipal corporation, represented herein by Honorable Wayne McCullen, Mayor, duly authorized to act herein pursuant to Ordinance Number 006 of 2012, and the Natchitoches Historic Foundation, represented herein by Edwin Dunahoe, duly authorized to act herein pursuant to the attached resolution, do hereby enter into the following agreement:

(1) City and NHF acknowledge the ownership of the Roque House by the NHF, and the City authorizes the continued location of the Roque House at the Roque House Site for a period of ten years.

(2) At the end of the initial ten year period, the City and the NHF may extend this agreement for two additional ten year period, the terms to be renegotiated at that time.

(3) The City will undertake all ordinary maintenance and repairs of the Roque House, but the NHF will be consulted before any maintenance or repairs are performed by the City.

(4) NHF will undertake all structural repairs and structural maintenance of the Roque House, but the City may, upon request, contribute to such structural repairs

(5) The City will have the exclusive use of the Roque House during the term of this agreement, and will have the right to sublease the Roque House or rent the Roque House for special events.

(6) The City will be responsible for carrying any and all necessary insurance will assume any ad valorem taxes and will be responsible for all utility service. Specifically, the City will maintain and agrees to carry a general liability insurance policy, including, but not limited to, coverage for injuries, death or loss of property, with minimum coverage of \$1,000,000.00, and the City will cause the NHF to be named as an additional insured on that policy of insurance

(7) In exchange for the exclusive use of the Roque House the City will make monthly payments in the amount of \$750.00 to the NHF during the initial ten year period effective March 1, 2012.

(8) The City and the NHF agree and acknowledge that the continued location of the Roque House at the Roque House Site will not change the ownership of the Roque House.

(9) Either party may terminate this Agreement at the end of the first ten year term, or any extension thereof, by providing notice, 60 days prior to the end of the first ten year term, or any extension thereof, of its intent to terminate the agreement.

(10) It is understood and agreed that this is a contract, for services and for lease, and the employees, agents, representatives, and all other persons connected with the NHF shall not be considered to be employees of the City of Natchitoches, in any respect.

THUS DONE AND PASSED before the parties before the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, on this the 2 day of MAY, 2012.

ATTEST:

CITY OF NATCHITOCHES, LOUISIANA

Katherine R. Harper

By: Wayne McCullen
Mayor Wayne McCullen

Mary S. Gaudry

NATCHITOCHES HISTORIC FOUNDATION
By: Edith L. Lumbert

Payne Williams
NOTARY PUBLIC
Payne Williams
24908

1
Tabled

ORDINANCE NO. 007 OF 2012

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF NATCHITOCHES ANNEXING A TRACT SITUATED IN SECTIONS 70 & 105, TOWNSHIP 9 NORTH, RANGE 7 WEST, NATCHITOCHES PARISH, LOUISIANA, SAID TRACT ADJACENT TO THE EXISTING MUNICIPAL LIMITS OF THE CITY OF NATCHITOCHES, AND ON THE EASTERLY RIGHT OF WAY OF LOUISIANA HIGHWAY 1 AND FURTHER PROVIDING FOR THE FIXING OF A PUBLIC HEARING, ADVERTISEMENT, FIXING COUNCIL DISTRICT FOR SAME, FIXING ZONING CLASSIFICATION AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, a petition has been filed in accordance with Revised Statutes 33:172, et. seq., by **Seaman Properties, L.L.C., Anita L. Dubois and TKTMJ, Inc.**, requesting that the boundaries of the City of Natchitoches be enlarged so as to include the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

WHEREAS, the petitions are the only property owners, there are no resident property owners and your petitioners represent 100% in value of the property of the property owners within the area described above as is reflected in the attached certificate from the Assessor's Office of the Parish of Natchitoches, Louisiana and that a majority of registered voters have joined the petition as reflected in the attached certificate from the Office of the Registrar of Voters of the Parish of Natchitoches, Louisiana, which are filed with the petition for annexation; and

WHEREAS FURTHER, attached to the petition is a certificate from the Tax Assessor's Office of the Parish of Natchitoches, Louisiana, certifying that the requirements of Louisiana R.S. 33:172 have been complied with, said certificate being dated _____; and

WHEREAS FURTHER, the matter was considered by the City Council for the City of Natchitoches, Louisiana, and a public hearing was called for on the 27th day of February, 2012, at which time the public was allowed to express opinions concerning this annexation; and

WHEREAS FURTHER, the notice of filing of the petition has been published in *The Natchitoches Times*, legal journal of the City of Natchitoches, Louisiana, on January 27, February 3 and February 10, 2012; and

WHEREAS FURTHER, an opportunity has been given to all interested persons in accordance with Louisiana R. S. 33:172, et. seq., on the 26th day of March, 2012; and

WHEREAS FURTHER, the property is contiguous to the City of Natchitoches, Louisiana, located adjacent to the corporate limits of the City of Natchitoches, Louisiana; and

WHEREAS FURTHER, there is an existing mobile home park located on a portion of the property to be annexed, which mobile home park has existing infrastructure for sewer and drainage; and

WHEREAS FURTHER, the owner of the mobile home park has been advised of the improvements that are necessary prior to being tied into the City's system, and the owner of the mobile home park has agreed to make the necessary improvements, all as is evidenced by correspondence contained in the file maintained by the Director of Planning and Zoning; and

WHEREAS FURTHER, in order to secure that the necessary improvements are made by the owner of the mobile home park, all parties have agreed that the zoning of the mobile home park will revert to R-1, if the improvements have not been made and approved by the Director of Utilities and the Director of Zoning and Planning within nine months from the date of the adoption of this Ordinance; and

NOW THEREFORE, be it ordained by the City Council of the City of Natchitoches, in legal session assembled as follows:

Section 1. The boundaries of the City of Natchitoches are hereby enlarged so as to include the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

Section 2. Be it further ordained that the City of Natchitoches takes cognizance of the fact that this Ordinance was introduced at a regular session of the City Council on the 27th day of February, 2012; after receiving the petition signed by all of the property owners and verifying that a majority of the registered voters have joined the petition, and that a public hearing was held on the 26th day of March, 2012; and

Section 3. Be it further ordained that the above and foregoing property be and is hereby annexed to the City of Natchitoches, declared to be included in Council District No. 2, all in accordance with Section 2.03B of the HomeRule Charter of the City of Natchitoches, Louisiana.

Section 4. Be it further ordained by the City Council that the above described property be, and it is hereby annexed into the corporate limits of the City of Natchitoches, with a zoning classification of _____, but that said zoning, as to the mobile home park, will revert to R-1 if the infrastructure improvements agreed to by the owner of the mobile home park have not been made and approved by the Director of Utilities and the Director of Zoning and Planning within nine months from the date of the adoption of this Ordinance .

Section 5. Be it further ordained by the City Council that this ordinance shall go into effect thirty (30) days after the publication of this ordinance in accordance with Louisiana Revised Statute 33:173.

This ordinance was introduced on February 27, 2012, was duly advertised in accordance with law, and a public hearing had on same on March 26, 2012, after advertisement.

EXHIBIT "A"

THAT CERTAIN TRACT OF LAND, with all buildings and improvements located thereon, located in Sections 70 and 105, Township 9 North, Range 7 West, Louisiana Meridian, Natchitoches Parish, Louisiana, said property partially shown and described on that plat of survey by Robert Lynn Davis, P.L.S., dated December 17, 2010 and being more particularly described as follows, to-wit:

Beginning at a found concrete monument being Point No. 175A on the City Limits Survey of the City of Natchitoches as shown and depicted on a Map of the corporate limits of the City of Natchitoches, Louisiana prepared by R. E. L. Breedlove, Jr., P.L.S., dated August 1, 1986, thence run South 32 degrees 16 minutes 51 seconds East along the existing corporate limits of the City of Natchitoches a distance of 198.34 feet; thence continue South 32 degrees 02 minutes 35 seconds East a distance of 149.64 feet; thence South 32 degrees 18 minutes 31 seconds East along the existing corporate limits of the City of Natchitoches a distance of 476.2 feet; thence South 55 degrees 27 minutes 36 seconds West along the existing corporate limits of the City of Natchitoches a distance of 721.65 feet; thence South 51 degrees 18 minutes 44 seconds East a distance of 199.98 feet; thence North 56 degrees 13 minutes 08 seconds East a distance of 655.82 feet; thence South 32 degrees 17 minutes 26 seconds East a distance of 199.67 feet to a point on the existing corporate limits of the City of Natchitoches; thence North 56 degrees 30 minutes 14 seconds East along the existing corporate limits of the City of Natchitoches a distance of 180.26 feet; thence North 56 degrees 29 minutes 00 seconds East along the existing corporate limits of the City of Natchitoches a distance of 185.83 feet; thence North 56 degrees 27 minutes 10 seconds East along the existing corporate limits of the City of Natchitoches a distance of 508.81 feet; thence North 34 degrees 23 minutes 51 seconds West a distance of 937.54 feet; thence South 82 degrees 01 minute 35 seconds West along the existing corporate limits of the City of Natchitoches a distance sufficient to intersect the Point No. 175A on the City Limits Survey of the City of Natchitoches, as referenced above.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Payne as follows to-wit:

ORDINANCE NO. 008 OF 2012

AN ORDINANCE AMENDING THE 2011 - 2012 BUDGET
TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES

WHEREAS, Louisiana Statute requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues and expenditures.

NOW, THEREFORE BE IT RESOLVED, that the budget be amended to reflect these additional revenues and expenditures as follows:

	<u>2011-2012</u> <u>Original Budget</u>	<u>2011-2012</u> <u>Amended Budget</u>	<u>Increase/</u> <u>Decrease</u>
<u>General Fund (Fund 001)</u>			
<u>REVENUES:</u>			
001-0000-481-20-00 Ticket Sales	0	107,000	107,000
001-0000-491-01-00 Transfer In from Workman's Compensation Fund	0	90,000	90,000
	0	197,000	197,000
<u>EXPENDITURES:</u>			
001-5800-580-30-35 Vendor Coupon Remissions	0	107,000	107,000
001-5800-580-10-02 Non-Administrative	0	90,000	90,000
	0	197,000	197,000
<u>Prisoner Bond/Release Fund (Fund 027)</u>			
<u>REVENUES:</u>			
027-0000-446-02-00 Public Safety - Bond Fee	14,000	20,000	6,000
	14,000	20,000	6,000
<u>EXPENDITURES:</u>			
027-0000-591-40-02 Travel/PerDiem/Hotel	7,000	13,000	6,000
	7,000	13,000	6,000
<u>911 Grant (Police) (Fund 053)</u>			
<u>REVENUES:</u>			
053-0000-481-08-00 Donations/Fund Raising	0	11,000	11,000
	0	11,000	11,000
<u>EXPENDITURES:</u>			
053-0000-591-30-25 Materials and Supplies/Machinery & Equipment/Non-Asset	0	11,000	11,000
	0	11,000	11,000
<u>Cane River Green Market (Fund 054)</u>			
<u>REVENUES:</u>			
054-0000-431-09-01 Local Grant/Rapides Foundation	0	11,250	11,250
	0	11,250	11,250
<u>EXPENDITURES:</u>			
054-0000-591-10-09 Part Time	1,260	4,300	3,040
054-0000-591-35-16 Promo/Improvement	4,500	12,710	8,210
	5,760	17,010	11,250
<u>Main Street Promotions (Fund 056)</u>			
<u>REVENUES:</u>			
056-0000-431-09-00 Local Grant	0	2,300	2,300
056-0000-481-00-00 Miscellaneous Income	0	2,600	2,600
056-0000-481-08-00 Donations/Fund Raising	0	500	500
	0	5,400	5,400
<u>EXPENDITURES:</u>			
056-0000-591-35-16 Operating Services - Promo/Improvement	3,500	8,900	5,400
	3,500	8,900	5,400
<u>Airport Fund (Fund 061)</u>			
<u>REVENUES:</u>			
061-0000-470-01-02 Fuel Sales - Jet A	190,000	300,000	110,000
	190,000	300,000	110,000
<u>EXPENDITURES:</u>			
061-0000-591-31-02 Resale - Jet A	130,000	240,000	110,000
	130,000	240,000	110,000
<u>Capital Projects - Water Treatment (Fund 075)</u>			
<u>REVENUES:</u>			
075-0000-482-01-01 Bond Proceeds	0	110,000	110,000
	0	110,000	110,000
<u>EXPENDITURES:</u>			
075-0000-591-20-13 Contractual Services - Construction	0	110,000	110,000
	0	110,000	110,000

	<u>2011-2012</u> <u>Original Budget</u>	<u>2011-2012</u> <u>Amended Budget</u>	<u>Increase/</u> <u>Decrease</u>
<u>Virginia Baker Park (Fund 079)</u>			
<u>EXPENDITURES:</u>			
079-0000-591-20-13 Contractual Services - Construction	0	90,000	90,000
	0	90,000	90,000
<u>Debt Service - General Obligations (Fund 082)</u>			
<u>REVENUES:</u>			
082-0000-491-02-00 Transfers In - From Utility Fund	0	170,500	170,500
	0	170,500	170,500
<u>EXPENDITURES:</u>			
082-0000-591-50-05 Debt Service - Principal	0	170,500	170,500
	0	170,500	170,500
<u>Debt Service - ARRA 2009 - Sewer Upgrades (Fund 083)</u>			
<u>REVENUES:</u>			
083-0000-482-01-01 Bond Proceeds	0	70,000	70,000
	0	70,000	70,000
<u>EXPENDITURES:</u>			
083-0000-591-20-03 Contractual Service - Engineering	0	20,000	20,000
083-0000-591-20-13 Contractual Service - Construction	0	50,000	50,000
	0	70,000	70,000
<u>The Rapides Foundation (Fund 089)</u>			
<u>REVENUES:</u>			
089-0000-431-03-00 Local Grant	0	25,000	25,000
	0	25,000	25,000
<u>EXPENDITURES:</u>			
089-0000-591-35-16 Operating Services - Promotional/Improvements	0	25,000	25,000
	0	25,000	25,000
<u>Hayes Avenue Extension (Fund 090)</u>			
<u>REVENUES:</u>			
090-0000-491-72-00 Transfer In - Capital Improvements/Streets	0	5,000	5,000
	0	5,000	5,000
<u>EXPENDITURES:</u>			
090-0000-591-20-03 Contractual Services/Engineering Services	0	5,000	5,000
	0	5,000	5,000
<u>Economic Development Districts (Fund 091)</u>			
<u>REVENUES:</u>			
091-0000-410-01-00 Taxes/Hotel Occupancy	0	250,000	250,000
091-0000-491-71-00 Transfer In/ Capital Improvement Fund	0	140,000	140,000
	0	390,000	390,000
<u>EXPENDITURES:</u>			
091-0000-591-20-03 Contractual Services/Engineering	0	50,000	50,000
091-0000-591-90-51 Improvements/Buildings and Grounds	0	340,000	340,000
	0	390,000	390,000
<u>State Office of Cultural Development (Fund 131)</u>			
<u>REVENUES:</u>			
131-0000-431-09-00 Local Grant	0	8,500	8,500
	0	8,500	8,500
<u>EXPENDITURES:</u>			
131-0000-591-35-16 Operating Services - Promo/Improvement	0	8,500	8,500
	0	8,500	8,500
<u>Airport Hangar (Fund 139)</u>			
<u>REVENUES:</u>			
139-0000-432-09-00 State Grant	0	300,000	300,000
	0	300,000	300,000

Airport Maintenance Projects (Fund 140)

REVENUES:

140-0000-432-04-00 State/Airport Grant

<u>2011-2012</u> <u>Original Budget</u>	<u>2011-2012</u> <u>Amended Budget</u>	<u>Increase/</u> <u>Decrease</u>
0	100,000	100,000
0	100,000	100,000

EXPENDITURES:

140-0000-591-20-13 Contractual Services - Construction

0	100,000	100,000
0	100,000	100,000

EECBG (Fund 214)

REVENUES:

214-0000-433-09-00 Federal Grant

0	104,000	104,000
0	104,000	104,000

EXPENDITURES:


214-0000-591-90-51 Improvements/Buildings and Grounds


0	104,000	104,000
0	104,000	104,000

The above Ordinance was introduced on the 13th day of February, having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Mims, Payne, McCain, Morow
NAYS: None
ABSENT: Nielsen

THEREUPON, the Mayor declared the Ordinance **PASSED** this 27th Day of February, 2012 by a vote of 4 ayes to 0 nays.


MAYOR


MAYOR PRO TEMPORE

Delivered to the Mayor at 10:00 a.m. on February 28, 2012

The following Ordinance was Introduced by Councilwoman Morrow and Seconded by Councilman McCain as follows, to-wit:

ORDINANCE NO. 009 OF 2012

**ORDINANCE AUTHORIZING MAYOR WAYNE McCULLEN TO EXECUTE
AN APPLICATION WITH THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL
QUALITY (LDEQ) FOR THE REPAIRING AND STABILIZATION OF
EMBANKMENT ALONG CANE RIVER IN DOWNTOWN NATCHITOCHES
AND DREDGING THE ERODED MATERIAL FROM THE RIVER**

WHEREAS, Nonpoint Source (NPS) pollution is a type of water pollution that is not generated from a discrete conveyance, such as a discharge pipe, but is generated during rainfall events; and

WHEREAS, Section 319 of the Clean Water Act (CWA) required that the states develop a management plan to reduce and control nonpoint sources of pollution; and

WHEREAS, this project consist of repairing and stabilizing the embankment along Cane River in downtown Natchitoches and dredging the eroded material from the river; and

WHEREAS, the Cane River embankment is continually eroding due to the steepness of the slope, loss of vegetative cover due to shading of trees, pedestrian traffic and functions on the riverbank and the eroded soils are carried into Cane River; and

WHEREAS, the City of Natchitoches has attempted to alleviate the sediment by installing traps on two effluent pipes from the storm drain system, curb construction and river bank paving to prohibit surface water runoff into Cane River.

WHEREAS, this project will be very beneficial in keeping the erosion pollutants from the Cane River and after review of the grant, it is recommended that Mayor Wayne McCullen be authorized to execute the grant application.

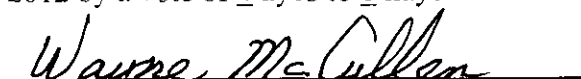
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Natchitoches, that it does hereby authorize and direct the Honorable Wayne McCullen, Mayor, to sign any and all documents relating to the execution of the grant application for the project identified as the installation of an "Non-Point Source and Estuary Projects" for the prevention of erosion pollutants from the Cane River.

This Ordinance was Introduced on February 13, 2012, advertised in the *Natchitoches Times* on February 17, 2012 in accordance with law.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Morrow, McCain, Payne, Mims
NAYS:	None
ABSENT:	Nielsen
ABSTAIN:	None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 27th day of February, 2012 by a vote of 4 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 28th day of February, 2012 at 10:00 A.M.

Part A: General Information

1. Applicant Name
and Address City of Natchitoches
 P.O. Box 37
 Natchitoches, LA 71457

Authorized Representative
Name Wayne McCullen
Title Mayor
Telephone (318) 357-3821
Fax (318) 357-3829
E-mail: mayorwmccullen@natchitochesla.gov

2. Engineering Consultant
Name and Address Cothren, Graff, Smoak Eng
 6305 Westport Ave.
 Shreveport, LA 71129

Contact Person
K. Randal Smoak, P.E.

Telephone (318) 687-3732
Fax (318) 687-1049
E-mail: krscgs@bellsouth.net

3. Bond Attorney
Name and Address

Contact Person

Telephone ()
Fax ()
Email:

4. Other Consultant/Attorney/ Financial Advisor
Name and Address
Corkern & Crews

Contact Person
Ronald Corkern

Telephone (318) 352-2302
Fax ()
Email:

5. Population of project area (current census) 39,080 6. Current average sewer bill _____

7. Annual median household income _____, data source _____

8. Parish(es) Natchitoches Congressional District(s) 4th

Part B: Certification

Please include a resolution adopted by the governing body of the municipality authorizing the above named official, and his/her predecessors, to submit the pre-application and other information that may be requested.

Signature of official authorized representative Wayne McCullen

Title of official authorized representative Mayor Date 2.1.12

Part C: Existing Facilities (for priority rating purposes)

Complete the following information for **each** wastewater treatment plant in the project area.

Name of treatment plant: N/A

1. List the processes of the treatment plant from head works through discharge. (Include solids treatment and disposals.)

2. Please attach a copy of your current permit (if available).

Effluent conditions	Design	Average performance (from last 12 month's DMR's)	Required limits from permit or WQM Plan	Number of violations for the last 12 months	Limit type (monthly average)
Average daily flow					MGD
BOD ₅ /CBOD ₅					mg/l
BOD ₅ /CBOD ₅					lb/day
TSS					mg/l
TSS					lb/day
Fecal Coliform					no./100ml
NH ₃ /N					mg/l
NH ₃ /N					lb/day
D.O.					mg/l
Chlorine Residual					mg/l
Other (state)					

3. Population equivalent served: Design _____ Actual _____

4. Permit number: _____

Permit expiration date _____ Have you filed for a new/renewal permit application (yes ___ no ___) If yes date sent to LDEQ _____

5. Year of construction or last major renovation of treatment plant _____

6. If no permit attached please include

	Latitude	Longitude
Plant Entrance		
Discharge		

7. Receiving stream: _____

Part C: Existing Facilities continued

Collection system serving this treatment plant only:

8. Please give a narrative description of collection system. Please include the age of the system and/or the major subsystems, and types of piping. Are there frequent overflows and/or bypasses in the system? Do there appear to be problems with excessive infiltration and/or inflow in the system?

9. Is this treatment plant and/or collection system presently subject to any state or federal enforcement actions? (Yes/No)
If yes, please state what type of enforcement action and reason for non-compliance.

Part D: Non-Point Source and Estuary Projects

1. Describe the proposed non-point source or estuary project:

This project consist of repairing and stabilizing the embankment along Cane River in downtown Natchitoches and dredging the eroded material from the river. The embankment is continually eroding due to the steepness of the slope, loss of vegetative cover do to shading of by the large Live Oak trees, pedestrian traffic during festivals and functions on the river bank, etc. The eroded soils are carried into the Cane River over the sea wall and through the storm drain system.

The City installed sediment traps on two effluent pipes from the storm drain system last year to reduce the amount of sediment reaching the river through the storm drain system. Also, the City constructed a curb, on the river side, along the river bank paving to stop surface water runoff from running directly into the Cane River.

Proposed work for this project includes the following items:

1. Constructing a short retaining wall at the toe of the Front Street embankment so the slope can be flattened. This flatter slope will reduce the amount of erosion that occurs by water transportation and slope creep.
2. Import soil to cover tree roots and prepare a smooth surface for the top treatment.
3. Install a combination of Neoweb cellular confinement system by Strata and GreenArmor by Profile to stabilize the new slope. These systems will hold the new subsurface material in place and prevent the new top soil, mentioned below, from being transported away by storm water runoff. These systems are also very compatible with pedestrian traffic, therefore, continuation of such use can be allowed without risk of damage to the systems or causing erosion to occur.
4. Fill cellular confinement system with top soil that will support vegetation.
5. Fertilize and seed/sod to obtain a good growth of grass. Some areas will be planted with ground cover based on sun exposure or pedestrian use.
6. Construct a gabion wall in the near vertical condition of the embankment at the Keyser Avenue bridge west abutment. A filter cloth will be installed behind the gabions to prevent soil loss through the gabions.
7. Establish climbing plants, such as ivy, on the face of the gabions to further improve the looks and long term erosion protection.
8. Dredge the eroded material out of Cane River that is along the west bank seawall and use it in the repair of the embankment as mentioned above.

This project will be very beneficial in keeping the erosion pollutants from the Cane River.

Part E: Proposed Project

1. Describe the proposed project. If treatment plant construction is proposed, give the design average daily flow (MGD) and effluent limits. If the project is to construct a new treatment plant, the proposed receiving stream and discharge location should be given (if known). If a current discharge is to be relocated, please provide as many details as possible.

2. For the project described above, give the estimated construction cost for each of the following categories:

Secondary treatment	Category I	\$
Advanced treatment	Category II	\$
Infiltration/Inflow Correction	Category IIIA	\$
Major Sewer System Rehab	Category IIIB	\$
New Collector Sewers	Category IVA	\$
New Interceptor Sewers	Category IVB	\$
Non Point Source	Category VII	\$ 587,800
Estuary Management	Category XI	\$
TOTAL:		\$

3. Total estimated project costs:

Total Construction Cost	\$587,800
Engineering Cost	\$ 61,900
Legal Cost	\$ 14,000
Other Costs (state) *	\$ 35,400
Contingencies	\$ 60,000
Total Project Cost	\$759,100

*Resident Inspection & Start up

4. What is the anticipated financing through SRF? \$759,100

ORDINANCE NO. 010 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, WAYNE MCCULLEN, TO EXECUTE A LEASE IN FAVOR OF FLIGHT ACADEMY OF NEW ORLEANS, L.L.C., OF LOT 1A OF THE NATCHITOCHES REGIONAL AIRPORT AS SHOWN ON THE AIRPORT LAYOUT PLAN OF APRIL 27, 2001, BY ALLIANCE INCORPORATED AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan of April 27, 2001, which said lots are available for lease, and more particularly is the owner of Lot 1A as shown and depicted on the Layout Plan, said Lot 1A being approximately a 11,737 square foot area; and

WHEREAS, by Ordinance Number 60 of 2011, the City of Natchitoches approved the lease of Lot 1A to Monarch Air, but Monarch Air have withdrawn from their project in Natchitoches; and

WHEREAS, the Mayor of the City of Natchitoches, Wayne McCullen, has negotiated the terms of a lease to Flight Academy of New Orleans, L.L.C., of that property shown and depicted as Lot 1A on the Layout Plan as well as the associated asphalt apron and parking area; and

WHEREAS FURTHER, the terms of the lease are for a ten (10) year period, with consideration of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars per month, after a one year period of escalating rental, all as more fully set forth in the attached Lease Agreement by and between the City of Natchitoches, and Flight Academy of New Orleans, L.L.C.; and

WHEREAS FURTHER, the City desires to lease that property shown and depicted as Lot 1A on the Layout Plan and the associated asphalt apron and parking area, under the terms set forth above and more particularly set forth in the lease attached hereto.

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

- (1) That Ordinance Number 60 of 2011 be withdrawn, rescinded and voided.
- (2) That after due proceedings and advertisement, the said City does lease that property described as a 11,737 square foot area, more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together with the associated asphalt apron and parking area, to Flight Academy of New Orleans, L.L.C., for the term of ten (10) years, with a monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars, after a one year period of escalating rental.
- (3) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.
- (4) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(5) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Flight Academy of New Orleans, L.L.C., leasing that property more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together with the associated asphalt apron and parking area, for the term of ten (10) years, with the monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars, after a one year period of escalating rental.

(6) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(7) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

THIS ORDINANCE was introduced on this the 27th day February, 2012, advertised in the *Natchitoches Times* on March 2, 9 and 16, 2012, in accordance with law.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the
day of _____, 2012, before the undersigned Notaries Public and subscribing
witnesses, by and between:

THE CITY OF NATCHITOCHES, LOUISIANA, a Municipal Corporation,
with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037,
represented herein by Wayne McCullen, Mayor, pursuant to an Ordinance No.
010 of 2012 adopted by the City Council of the City of Natchitoches on the ____
day of _____, 2012, the City of Natchitoches hereinafter referred to as
the "**LESSOR**",

AND

Flight Academy of New Orleans, L.L.C., a Louisiana limited liability company,
with mailing address of 6101 Giuseppe Bellanca Street, Suite 200, New Orleans,
Louisiana 70126, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be
faithfully paid, kept and performed by Lessee, Lessor hereby leases and lets to said lessee the
following plot of ground, to-wit:

A certain parcel or tract of land, located in the Natchitoches Regional Airport,
containing 11,737 square feet, more or less, and as more particularly described
and shown as Lot 1A on the Airport Layout Plan of April 27, 2001, prepared by
Alliance Incorporated, together with asphalt surfaced open space and adjoining
parking areas, all as shown in yellow on the attached map.

2.

It is understood and agreed that the business operations of Lessee may take some time to
become established, and in recognition of this fact, the rental shall be Three Hundred and no/100
(\$300.00) Dollars for the first six months, beginning April 1, 2012. After the first six months the
rent shall increase to Seven Hundred Eighty-Three and 33/100 (\$783.33) Dollars, effective
October 1, 2012. The rent shall then increase to One Thousand Five Hundred Sixty-Six and

67/100 (\$1,566.67) Dollars, effective December 1, 2012. Upon the one year anniversary of the Lease, the rent shall then increase to Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars, effective April 1, 2013. The monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars shall remain in effect for the remaining term of the lease, as it may be extended. The rental consideration is for the use of said tract and the privileges incidental thereto. The monthly rent shall be payable in advance each month with the first payment being paid herewith, receipt of which is acknowledged. Successive monthly rental payments shall be due on the first day of each month throughout the term of this lease. The monthly rental of Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars is amount is calculated on the basis of \$2.40 per square foot for the area described as having a total of 11,737 square feet.

After five years, on April 1 of 2017, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2012. The difference between the Index figure for January 1, 2012, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the remaining term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

3.

The term of this lease shall be for a ten year period, from April 1, 2012, through March 31, 2022, but it is understood and agreed that after the first anniversary of this lease (April 1, 2013), the Lessee shall have the right to cancel the lease with ninety (90) days notice, upon a

showing that student enrollment in the flight school is not sufficient to justify its continued operation.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, operation of flight school, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose without Lessor's prior consent.

7.

Lessee shall have the privilege to make improvements to the hangar located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar should be submitted to the City for approval prior to commencing construction. It is understood that Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structures erected by Lessee shall remain the property of Lessee at the expiration of this lease, or extension thereof, provided

however, that Lessor shall have the right and option to purchase such buildings from Lessee at the expiration or earlier termination of this lease at a sum to be determined by three appraisers, one to be selected by Lessor and one by Lessee, and one selected by the appraisers. If the City does not exercise its said right and option, to purchase the property within thirty (30) days after the expiration or earlier termination of this lease, Lessee has the right to remove the building, or sell or lease such improvements to any subsequent lessee of such premises, within sixty (60) days after Lessee's receipt of such written notice, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. Lessee shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease, shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and Lessor shall have no responsibility for any buildings or improvements erected on the premises during the term of this lease.

8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises, and shall be responsible for the maintenance of the yard and premises.

9.

Lessee shall not store or sell gasoline or aviation fuel on the leased premises.

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, reasonable wear and tear excepted, and no noxious activities shall be conducted on the premises. The Lessor shall be responsible for any repairs for any structural component of the building including the walls and roof. The Lessor shall also be responsible for any major repairs to the Plumbing, heating and air conditioning system, major repair being defined as any repair in excess of \$300.00. The failure of the lessor to commence the repairs required of it herein, within 14 days of written notification, shall allow lessee the right to make repairs and deduct the cost of same, from the next rental due to lessor.

Lessor, its agents and assigns, shall have the right to enter the leased premises after reasonable notice at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

11.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

12.

This lease cannot be modified or changed except upon written agreement of the parties hereto.

13.

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

14.

During the time of war or National emergency, Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

15.

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after

such termination.

16.

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance reasonably satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply separately to each Lessee.

17.

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable and comparable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

18.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this _____ day of _____ 2012, at Natchitoches, Louisiana.

WITNESS

CITY OF NATCHITOCHES, LOUISIANA

By: Wayne McCullen
WAYNE MCCULLEN, MAYOR

WITNESS

Signature of Notary Public

Printed name of Notary Public
Notary No. _____

STATE OF LOUISIANA
PARISH OF ORLEANS

IN WITNESS WHEREOF, _____, on behalf of Flight Academy of New Orleans, L.L.C., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this ___ day of _____, 2012, at _____, State of Louisiana.

Flight Academy of New Orleans, L.L.C.

WITNESS

By: _____

Printed Name: _____

WITNESS

Signature of Notary Public

Printed name of Notary Public
Notary No. _____

Mayor McCullen explained that this lease had previously been perfected for Monarch Air, who backed out of the lease and this is a new company who wants to enter in the same lease agreement. Mr. McCain moved that the ordinance be introduced. With no further discussion, the ordinance stands introduced and will be back on the agenda in two weeks.

The following Ordinance was **TABLED** by motion of Mr. Mims and Seconded by Ms. Morrow on February 27, 2012 as follows, to-wit:

ORDINANCE NO. 011 OF 2012

AN ORDINANCE APPROVING OF A PROPOSED AN "ULTIMATE NO BUILD ZONE" IN AREAS ADJACENT TO THE NATCHITOCES REGIONAL AIRPORT AS SHOWN AND DEPICTED ON A MAP PREPARED BY AIRPORT DEVELOPMENT GROUP, INC., SAID NO BUILD ZONE INTENDED TO ACCOMMODATE CLEARANCE FOR EXISTING RUNWAYS AND PROPOSED EXTENSIONS OF SAME, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

Mr. Mims stated that there is more information that needs to be gathered on this ordinance and moved that the ordinance be tabled. The motion to table was seconded by Ms. Morrow. The roll call vote was as follows:

AYES:	Mims, Morrow Payne , McCain
NAYS:	None
ABSENT:	Nielsen

The following Ordinance was Introduced by Councilman McCain on February 27, 2012 as follows, to-wit:

ORDINANCE NUMBER 012 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, WAYNE MCCULLEN, TO EXECUTE A LEASE WITH OPTION TO PURCHASE FOR THE LEASE AND EVENTUAL PURCHASE OF TRACT LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF SECOND STREET AND AMULET STREET, FROM D. BAILEY THAXTON, ET AL, SAID LEASE PROVIDING FOR A FIVE YEAR TERM WITH AN OPTION TO PURCHASE AT THE END OF THE TERM, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.

Ms. Morrow stated that she has become aware of possible grant for this project and would like to get this information to Ms. Courtney Hornsby. With no further discussion, Mayor McCullen declared the ordinance stands introduced and will be back on the agenda in two weeks.

The following Ordinance was Introduced by Councilman Payne on February 27, 2012 as follows, to-wit:

ORDINANCE NO. 013 OF 2012

AN ORDINANCE APPROVING THE CONTRACTS FOR SERVICES WITH ZAMBELLI FIREWORKS MANUFACTURING COMPANY, PYROAGENT, INC. AND SHOWTECH PRODUCTION, INC. SETTING THE TERMS AND CONDITIONS OF SAID CONTRACT(S), AND AUTHORIZING THE EXECUTION OF THE AGREEMENT(S) BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTIZING AND A SAVINGS CLAUSE

WHEREAS, the City of Natchitoches desires to enter into Contracts with Zambelli Fireworks Manufacturing Co., PyroAgent, Inc. and Showtech Production, Inc. (sometimes hereinafter "Zambelli, PyroAgent and Showtech") to provide exhibitions, sound, lighting and displays of fireworks for the celebrations of the Fourth of July and Natchitoches Christmas Festival; and

WHEREAS, the City finds that the proposed Contract and Agreements (Attachments A and B and C) and terms of the three Contracts are acceptable; and

WHEREAS, in consideration of Zambelli, PyroAgent and Showtech Production, Inc. performing the services, the City agrees to pay Zambelli for the Fourth of July display and the eight displays in the months of November and December, 2012, as well as Showtech Production, Inc. for the Christmas Festival display, described in Attachment A, B and C herewith; and

WHEREAS, the City Council of the City of Natchitoches has reviewed the attached Contracts and approves same.

NOW THEREFORE BE IT ORDAINED that the City Council does hereby authorize and empower Mayor, Wayne McCullen, to represent the City and execute Contracts with Zambelli Fireworks Manufacturing Co., PyroAgent, Inc. and Showtech Production, Inc. for the designing, exhibition, sound, lighting and displaying of fireworks for the City of Natchitoches on July 4th and the Natchitoches Christmas Festival season as represented in Attachments A, B, and C, copies of which are attached hereto and made a part hereof.

This Ordinance was introduced on the 27th day of February, 2012 and published in *The Natchitoches Times* on _____, 2012 in accordance with law.

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 14th day of February, 2012, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli").

-AND-

City of Natchitoches – Natchitoches, LA – (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display to be exhibited on the display date set forth below, hereinafter referred to as the "Display Date", or on the postponement date set forth below if the Display is postponed as provided herein, hereinafter referred to as the "Postponement Date" which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date:	November 17, 2012	\$5,000.00	7PM	Fired from South site only
	November 24, 2012	\$5,000.00	7PM	Fired from South site only
	December 1, 2012	\$35,000.00	6PM	Fired from North & South site's
	December 8, 2012	\$10,000.00	7PM	Fired from South site only
	December 15, 2012	\$10,000.00	7PM	Fired from South site only
	December 22, 2012	\$5,000.00	7PM	Fired from South site only
	December 29, 2012	\$5,000.00	7PM	Fired from South site only
	December 31, 2012	\$5,000.00	7PM & Midnight	Fired from South site only

2. Zambelli agrees to furnish the services of display technicians, hereinafter referred to as "Display Technicians" who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum as per the amounts outlined in para #1 above, hereinafter referred to as the "Purchase Price", with deposits paid as per the invoice attached to this contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police,

monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.

7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts,

labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or prohibition or compliance therewith, failure or delay in transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to the signer below.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

PO Box 1463

New Castle, PA 16103

724-658-6611 800-245-0397 FAX 724-658-8318

ZAMBELLI

FIREWORKS

Manufacturing Company

www.zambellifireworks.com

US Corporate Headquarters
PO Box 1463
New Castle, PA 16103
724.658.6611 or 800.245.0397
724.658.8318 (Fax)

Invoice Date:	February 14, 2012
Invoice Number:	
Customer Number:	#10-11211

INVOICE

SOLD TO: *City of Natchitoches*
Natchitoches, LA

SHOW DATE	DESCRIPTION	TOTAL PRICE
November 17, 2011	One Display of Fireworks	\$5,000.00
November 24, 2011	One Display of Fireworks	\$5,000.00
December 1, 2011	One Display of Fireworks	\$35,000.00
December 8, 2011	One Display of Fireworks	\$10,000.00
December 15, 2011	One Display of Fireworks	\$10,000.00
December 22, 2011	One Display of Fireworks	\$5,000.00
December 29, 2011	One Display of Fireworks	\$5,000.00
December 31, 2011	One Display of Fireworks	\$5,000.00
Total		\$80,000.00

Payment Terms as follows:

\$10,000.00 deposit made on 6/15/12

\$25,000.00 payment made on or before 11/17/12

\$10,000.00 payment made on or before 12/1/12

\$10,000.00 payment made on or before 12/8/12

\$10,000.00 payment made on or before 12/15/12

\$5,000.00 payment made on or before 12/22/12

\$5,000.00 payment made on or before 12/29/12

\$5,000.00 payment made on or before 12/31/12

*** PLEASE RETURN COPY OF INVOICE WITH PAYMENT ***

ZAMBELLI

F I R E W O R K S
Manufacturing Company
www.zambellifireworks.com
COMMUNICATION SHEET

Communication Sheet must be completed in its entirety and returned.
Do NOT complete items with "Same as Last Year" or Already on File:
A Zambelli representative will contact one of the following
for further instructions.

ZAMBELLI FIREWORKS MANUFACTURING COMPANY
PO Box 1463
New Castle, PA 16103
724.658.6611 or 800.245.0397
724.658.8318 (Fax)

Customer Information	Show Information
Customer Name: _____	Show Date: _____
Address: _____	Rain Date: _____
City: _____	Time of Show: _____
State: _____ Zip: _____	Duration of Show: _____
Firing Site Location	Storage Site Location
Description _____	Description _____
Site Contact Name _____	Site Contact Name _____
Phone Number _____	Phone Number _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Contact Person	Alternate Contact #1
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____
Alternate Contact #2	Alternate Contact #3
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____

Suggested Routing from New Castle::



F I R E W O R K S

Manufacturing Company
www.zambellifireworks.com

INSURANCE REQUISITION FORM

CUSTOMERNAME: _____

ADDRESS: _____

DISPLAY DATE: _____ TIME: _____

DISPLAY LOCATION: _____

NAMES OF ADDITIONAL INSURED: (Please include all sponsors): _____

NAME OF PROPERTY OWNER OR DISPLAY SITE: _____

CERTIFICATE TO BE ISSUED TO: _____

TITLE: _____ PHONE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

THIS FORM MUST BE RETURNED WITH YOUR SIGNED CONTRACT IN ORDER FOR THE INSURANCE CERTIFICATE TO BE PROCESSED. OUR INSURANCE COMPANY REQUIRES THAT WE HAVE THIS FORM IN ADDITION TO THE SIGNED CONTRACT PRIOR TO THE CERTIFICATE BEING ISSUED.

THE INSURANCE COMPANY ALSO REQUIRES THAT A DIAGRAM OF THE DISPLAY SITE AND A DESCRIPTION OF THE SURROUNDING PROPERTIES BE SUBMITTED BEFORE THE SHOW. PLEASE ATTACH THE DIAGRAM TO THIS FORM. IF YOU HAVE ANY QUESTIONS. PLEASE CONTACT THE INSURANCE AND LOSS PREVENTION DEPARTMENT AT 1-800-245-0397.



F I R E W O R K S

Manufacturing Company
www.zambellifireworks.com

REQUIRED DIAGRAM AND FIRING SITE INFORMATION

Dear Customer:

Our goal is to provide you with the **BEST** possible display for your event dollar under the safest conditions. **IT IS OF THE UTMOST IMPORTANCE THAT YOU SUPPLY US WITH A DIAGRAM OR MAP OF THE DISPLAY AREA.** The map/diagram should show distances from the firing site to spectators, parking areas, buildings etc.

Please use the following checklist to assist you in submitting your map/diagram. If an item is not applicable to your situation, please insert N/A.

The BEST results can only be achieved with preparation and planning, therefore it is a prerequisite that we receive this information to plan your show.

Distances (in feet) from the firing site to the following:

- | | |
|--|------------|
| 1) Spectators/Audience/Viewing Area | _____ Feet |
| 2) Parking Areas | _____ Feet |
| 3) Occupied Buildings: (Residents) | _____ Feet |
| 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) | _____ Feet |
| 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) | _____ Feet |
| 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) | _____ Feet |
| 7) Highways, Roads, Streets, Etc. | _____ Feet |
| 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) | _____ Feet |
| 9) Active Railroads | _____ Feet |

Signature

Title

Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 14th day of February, 2012, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli").

-AND-

City of Natchitoches – Natchitoches, LA – (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein]. (hereinafter referred to as the "Postponement Date" which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: July 4, 2012

Postponement Date: _____

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$6,000.00** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.

8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
 - (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to the signer below.
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

PO Box 1463

New Castle, PA 16103

724-658-6611

800-245-0397

FAX 724-658-8318

ZAMBELLI

FIREWORKS

Manufacturing Company

www.zambellifireworks.com

USA Corporate Headquarters
PO Box 1463
New Castle, PA 16103
724.658.6611 or 800.245.0397
724.658.8318 (Fax)

Invoice Date:
Invoice Number:
Customer Number:

February 14, 2012

#10-11211

INVOICE

SOLD TO: *City of Natchitoches*
Natchitoches, LA

SHOW DATE	DESCRIPTION	TOTAL PRICE
-----------	-------------	-------------

July 4, 2012

One Display of Fireworks

\$6,000.00

50% Deposit Payment Due

*** PLEASE RETURN INVOICE WITH PAYMENT ***

ZAMBELLI

F I R E W O R K S
Manufacturing Company
www.zambellifireworks.com
COMMUNICATION SHEET

Communication Sheet must be completed in its entirety and returned.
Do NOT complete items with "Same as Last Year" or Already on File:
A Zambelli representative will contact one of the following
for further instructions.

ZAMBELLI FIREWORKS MANUFACTURING COMPANY
PO Box 1463
New Castle, PA 16103
724.658.6611 or 800.245.0397
724.658.8318 (Fax)

Customer Information	Show Information
Customer Name: _____	Show Date: _____
Address: _____	Rain Date: _____
City: _____	Time of Show: _____
State: _____ Zip: _____	Duration of Show: _____
Firing Site Location	Storage Site Location
Description _____	Description _____
Site Contact Name _____	Site Contact Name _____
Phone Number _____	Phone Number _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Contact Person	Alternate Contact #1
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____
Alternate Contact #2	Alternate Contact #3
Name _____	Name _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Home Number _____	Home Number _____
Fax Number _____	Fax Number _____
Office Number _____	Office Number _____
Cell Number _____	Cell Number _____
E-mail _____	E-mail _____

Suggested Routing from New Castle::



F I R E W O R K S

Manufacturing Company
www.zambellifireworks.com

INSURANCE REQUISITION FORM

CUSTOMERNAME: _____

ADDRESS: _____

DISPLAY DATE: _____ TIME: _____

DISPLAY LOCATION: _____

NAMES OF ADDITIONAL INSURED: (Please include all sponsors): _____

NAME OF PROPERTY OWNER OR DISPLAY SITE: _____

CERTIFICATE TO BE ISSUED TO: _____

TITLE: _____ PHONE: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

THIS FORM MUST BE RETURNED WITH YOUR SIGNED CONTRACT IN ORDER FOR THE INSURANCE CERTIFICATE TO BE PROCESSED. OUR INSURANCE COMPANY REQUIRES THAT WE HAVE THIS FORM IN ADDITION TO THE SIGNED CONTRACT PRIOR TO THE CERTIFICATE BEING ISSUED.

THE INSURANCE COMPANY ALSO REQUIRES THAT A DIAGRAM OF THE DISPLAY SITE AND A DESCRIPTION OF THE SURROUNDING PROPERTIES BE SUBMITTED BEFORE THE SHOW. PLEASE ATTACH THE DIAGRAM TO THIS FORM. IF YOU HAVE ANY QUESTIONS. PLEASE CONTACT THE INSURANCE AND LOSS PREVENTION DEPARTMENT AT 1-800-245-0397.



F I R E W O R K S

Manufacturing Company
www.zambellifireworks.com

REQUIRED DIAGRAM AND FIRING SITE INFORMATION

Dear Customer:

Our goal is to provide you with the **BEST** possible display for your event dollar under the safest conditions. **IT IS OF THE UTMOST IMPORTANCE THAT YOU SUPPLY US WITH A DIAGRAM OR MAP OF THE DISPLAY AREA.** The map/diagram should show distances from the firing site to spectators, parking areas, buildings etc.

Please use the following checklist to assist you in submitting your map/diagram. If an item is not applicable to your situation, please insert N/A.

The **BEST** results can only be achieved with preparation and planning, therefore it is a prerequisite that we receive this information to plan your show.

Distances (in feet) from the firing site to the following:

- | | |
|--|------------|
| 1) Spectators/Audience/Viewing Area | _____ Feet |
| 2) Parking Areas | _____ Feet |
| 3) Occupied Buildings: (Residents) | _____ Feet |
| 4) Public Buildings: (Schools, Churches, Hospitals
Correctional Facilities, Etc.) | _____ Feet |
| 5) Fuel Pumps/Storage, Explosive/Toxic Material Storage
(Gasoline Stations, Refineries, Etc.) | _____ Feet |
| 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, Etc.) | _____ Feet |
| 7) Highways, Roads, Streets, Etc. | _____ Feet |
| 8) Overhead Obstructions: (Power Lines, Lighting, Etc.) | _____ Feet |
| 9) Active Railroads | _____ Feet |

Signature

Title

Date

SAFE SHOWS ARE A RESULT OF PROPER PLANNING!

The following Ordinance was Introduced by Councilman Nielsen on February 27, 2012 as follows, to-wit:

ORDINANCE NO. 014 OF 2012

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE STATE OF LOUISIANA, DEPARTMENT OF CULTURE RECREATION AND TOURISM, HISTORIC DISTRICT DEVELOPMENT COMMISSION, NATCHITOCHES PARISH TOURISM COMMISSION, NORTHWESTERN STATE UNIVERSITY, CANE RIVER HERITAGE AREA, AND THE HISTORIC DISTRICT BUSINESSOWNERS ASSOCIATION, WHEREBY THE CITY AND OTHER ENTITIES WILL CREATE THE NATCHITOCHES TRI-CENTENNIAL COMMISSION, AND DEVELOP CITY PARK FOR THE TRI-CENTENNIAL CELEBRATION, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

Mayor McCullen requested Frank Douglas to expand on this. Mr. Douglas stated that this would be a good way to get the maximum effect of the community. This Ordinance stands introduced.

On motion of Ms. Morrow and Seconded by Mr. Payne, the following Resolution was **TABLED**:

Tabled

RESOLUTION NO. 013 OF 2012

**A RESOLUTION APPOINTING STACY McQUEARY
AS CLERK OF THE COUNCIL
FOR THE CITY OF NATCHITOCHES**

BE IT RESOLVED that the City Council does hereby take cognizance of the recommendation of Mayor Wayne McCullen that Stacy McQueary be appointed as Clerk of the Council for the City of Natchitoches, in accordance with Section 2.08 of the Home Rule Charter, and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

Mayor McCullen reminded the council that Mr. McCain will be retiring and introduced David Stamey, who will be replacing Mr. McCain on the council.

Mayor McCullen further advised the council that Ms. Carol Steadman would also be retiring effective June 1, 2012. Mayor McCullen stated that Ms. Stacy McQueary has been working with Ms. Carol Steadman has been doing a great job. Ms. Steadman will be taking her accrued time and Ms. McQueary is certainly capable of handling this position.

Ms. Morrow moved that this Resolution be tabled at this time in order to allow the council to discuss this matter further. The motion to table the matter was seconded by Mr. Payne. The roll call vote was as follows:

AYES:	Morrow, Payne
NAYS:	Mims, McCain
ABSENT:	Nielsen

Mr. Corkern, City Attorney, explained that the vote on the motion to table the matter has failed; however, there still stands a motion to approve the resolution to appoint Ms. Stacey McQueary as Clerk.

Mr. Mims moved that the resolution be approved. The motion was seconded by Mr. McCain. The roll call vote was as follows:

AYES:	Mims, McCain
NAYS:	Morrow, Payne
ABSENT:	Nielsen

Mayor McCullen declared that the resolution also failed.

The following Resolution was Introduced by Councilman McCain and Seconded by Mr. Mims as follows, to-wit:

RESOLUTION NO. 015 OF 2012

A RESOLUTION APPROVING THE TRANSFER OF A LEASE AGREEMENT OF A LOT IN THE NATCHITOCHES REGIONAL AIRPORT FROM EXCHANGE BANK & TRUST COMPANY TO CHRIS SHARPLIN, INCLUDING THE AUTHORIZATION OF THE MAYOR TO EXECUTE AN INSTRUMENT APPROVING THE ASSIGNMENT OF THE LEASE.

WHEREAS, the City of Natchitoches has previously entered into a lease with Red River Dusting for the lease of a lot in the Natchitoches Regional Airport, which said lease is dated January 1, 2005, and was approved by Ordinance Number 20 of 2005, passed April 25, 2005; and

WHEREAS FURTHER, the lease is for a ten year period and the leased premises is described thereon as follows, to-wit:

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground is more particularly described as follow, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hanger on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962.

WHEREAS FURTHER, Red River Dusting, Inc., assigned the lease to Exchange Bank & Trust Company by instrument executed in October of 2010; and

WHEREAS FURTHER, Exchange Bank & Trust Company, has negotiated an assignment of the lease to Chris Sharplin, and has requested that the City of Natchitoches approve the assignment; and

WHEREAS, the Airport Advisory Commission has approved the assignment of the lease;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches in legal session convened that the above and foregoing lease which was originally in favor of Red River Dusting, Inc., and later assigned to Exchange Bank & Trust Company, be assigned to Chris Sharplin, in accordance with the recommendations of the Airport Advisory Commission, and

BE IT FURTHER RESOLVED that Wayne McCullen, Mayor of the City of Natchitoches, be and he is hereby authorized to execute the said assignment on behalf of the City, indicated the approval of the assignment, if he is so requested to do so.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: McCain, Mims, Morrow, Payne
NAYS: None
ABSENT: Nielsen
ABSTAIN: None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 4 Ayes to 0 Nays this the 27th day of February, 2012.


WAYNE McCULLEN, MAYOR

Return To: Loan Department, Exchange Bank and Trust Company, P.O. Box 446,
Natchitoches, LA 71458

This instrument was prepared by Loan Department, Exchange Bank and Trust
Company, P.O. Box 446, Natchitoches, LA 71458

Space Above This Line For Recording Data

MULTIPLE INDEBTEDNESS LEASEHOLD MORTGAGE

BE IT KNOWN, That on the dates hereinafter set forth, before the undersigned Notary Public duly commissioned and qualified in the state and the parish or county hereinafter recited, and in the presence of the undersigned witnesses identified below, personally came the parties named below.

DATE AND PARTIES. The date of this Mortgage-Leasehold (Security Instrument) is February 29, 2012. The parties and their addresses are:

MORTGAGOR:

SHARPLIN REALTY LLC
(Federal Taxpayer ID Number: 90-0796570)
A Louisiana Limited Liability Company
860 WASHINGTON
Natchitoches, LA 71457
Natchitoches Parish

LENDER:

EXCHANGE BANK AND TRUST COMPANY
Organized and existing under the laws of Louisiana
700 Front Street
Natchitoches, LA 71457

LANDLORD:

CITY OF NATCHITOCHES
a Municipality
700 Second Street
Natchitoches, Louisiana 71457

ENDORSEMENTS:

FILED Mar. 20 10:45 AM '12
Louie Bernard
CLERK OF DISTRICT COURT
By: Shelley Poche Dy. Clerk
NATCHITOCHES PARISH, LA
INSTRUMENT NO. 349832
1167 BOOK 761
Pg. 167

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

I HEREBY CERTIFY THAT THE ABOVE AND
FOREGOING IS A TRUE AND CORRECT COPY OF
THE ORIGINAL INSTRUMENT AS SAME APPEARS
ON FILE IN MY OFFICE IN THE ABOVE NAMED
PARISH AND STATE TOGETHER WITH ALL EN-
DORSEMENTS THEREON APPEARING.
WITNESS MY HAND AND SEAL OF OFFICE
THIS 20th DAY OF Mar. 20 12
DY. CLERK 10th JUDICIAL DISTRICT COURT, LA.

Shelley Poche

1. MORTGAGE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, and mortgages to Lender a security interest in and to all of Mortgagor's rights, title and interest in the Lease and Mortgagor's leasehold estate in and to the following described real property as security for the Secured Debts (all referred to as Property):

SEE EXHIBIT "A"

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor, when contractually or legally obligated, will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor and Landlord have the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or Landlord or to which either is a party.

Landlord warrants that Landlord owns the Property in fee simple and the Mortgagor has complied with all obligations owed Landlord by Mortgagor including the payment of all rent when due. Landlord and Mortgagor warrant that neither is in default under the Lease and that they will comply with all provisions of the Lease and this Security Instrument until the Secured Debts are fully paid and this Security Instrument is no longer in effect.

Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Modification. Mortgagor and Landlord modify, terminate or replace the Lease without prior written consent of Lender.

H. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

I. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

J. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

K. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

L. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

M. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

N. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

O. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. DEFAULT UNDER LEASE. If Mortgagor defaults under any term of the Lease, Landlord agrees to notify Lender in writing of the default before exercising any rights or remedies available to Landlord as a result of the default. In addition, Landlord agrees that Lender will have the right to cure any default within 30 days of receipt of such notice unless the nature of the default is such that it cannot be cured within 30 days, in which case Lender will have a reasonable time to cure so long as Lender exercises reasonable diligence in affecting such cure. During the applicable cure period, Landlord agrees that Landlord will take no action to exercise any rights or remedies available under the Lease or by law as a result of such default without Lender's prior written consent.

In the event Lender cures any default by Mortgagor under the Lease, Mortgagor agrees to indemnify and hold Lender harmless from any expenses incurred by Lender to cure or contest the default under the Lease. Mortgagor agrees that Lender shall be subrogated to all the rights and remedies of the Landlord under the Lease. Lender is not responsible for any prior default of Mortgagor under the Lease and in no way assumes or guarantees Mortgagor's performance under the Lease.

At Lender's option, Lender may:

A. Contest any allegations by Landlord of default under the Lease.

B. Cure the default and retain Mortgagor in possession of the Property.

sale herein granted or the right to judicial foreclosure, and successive sale or sales may be made until the whole of the Property shall be sold, and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of conducting such sale, this Mortgage and the liens and security interests hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Property. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Lender shall have the right to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Lender acting under power of sale, may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by it (including, without limitation, the posting of notices and the conduct of sale), and such appointment need not be in writing or recorded. Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment of the Secured Debts or as to the occurrence of any Event of Default, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Notwithstanding any reference herein to a settlement agreement, all persons dealing with the Property shall be entitled to rely on any document, or certificate, of Lender as to the occurrence of an event, such an Event of Default, and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof. With respect to any sale held in foreclosure of the liens and/or security interests covered hereby, it shall not be necessary for Lender, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his possession, either at the time of or prior to such sale, the Property or any part thereof.

D. Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of an Event of Default, Lender shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Lender, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Lender under Article III hereof. Nothing herein is to be construed to deprive Lender of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Lender in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Lender and shall bear interest, from the date of making such advancement by Lender until paid, at the statutory rate under Louisiana law.

E. Proceeds of Foreclosure. Unless applicable law requires otherwise, the proceeds of any sale held in foreclosure of the liens and/or security interests evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit and including but not limited to the compensation of the keeper, if any;

SECOND, to the payment of the Secured Debts in such manner and order as Lender may elect; and

THIRD, the remainder, if any there shall be, shall be paid to Mortgagor, or to Mortgagor's heirs, devisees, representatives, successors or assigns, or such other persons as may be entitled thereto by law.

exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right under the terms of this Mortgage to a sale of the Property for the collection of the Secured Debts without any prior or different resort for collection, or the right under the terms of this Mortgage to the payment of the Secured Debts out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property or the Property might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

L. Indemnity. In connection with any action taken by Lender pursuant to this Mortgage, Lender and its affiliates and their officers, directors, employees, representatives, agents, attorneys, accountants, consultants and experts ("Indemnified Parties") shall not be liable for any loss sustained by Mortgagor resulting from an assertion that Lender has received funds from the production of Hydrocarbons claimed by third persons or any act or omission of any Indemnified Party in administering, managing, operating or controlling the Property including such loss which may result from the ordinary negligence or strict liability of an indemnified party unless such loss is caused by the willful misconduct or gross negligence of an Indemnified Party, nor shall Lender and/or any other indemnified party be obligated to perform or discharge any obligation, duty or liability of Mortgagor.

M. Additional Waivers. Lender shall be under no duty or obligation whatsoever and Mortgagor waives any right to require Lender to (i) proceed against any person or entity, (ii) proceed against or exhaust any collateral, or (iii) pursue any other remedy in Lender's power. Until all Secured Debts are paid and satisfied in full, Mortgagor waives any right of subrogation, reimbursement, indemnification, and contribution (contractual, statutory or otherwise), including without limitation any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, arising from the existence or performance of this Mortgage, and Mortgagor waives any right to enforce any remedy which Lender now has or may hereafter have against Mortgagor or against any other person and waives any benefit of and any right to participate in any collateral or security whatsoever now or hereafter held by Lender. Mortgagor authorizes Lender without notice or demand and without affecting Mortgagor's liability hereunder, from time to time to: (i) renew, extend, accelerate or otherwise change the time for payment of or otherwise change the terms of the Secured Debts or any part thereof, (ii) take and hold security, other than the Property, for the payment of the Secured Debts or any part thereof, and exchange, enforce, waive and release the Property or any part thereof or any such other security; and (iii) release or substitute Mortgagor, or any of the endorsers or guarantors of the Secured Debts or any part thereof, or any other parties thereto and Mortgagor consents to the taking of, or failure to take, any action by Lender which might in any manner or to any extent vary the risks of Mortgagor under this Mortgage or which, but for this provision, might operate as a discharge of Mortgagor. With respect to both the Secured Debts and the collateral, Mortgagor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Lender may deem advisable. Lender shall have no duty as to the collection or protection of the collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. Mortgagor further waives any and all other suretyship defenses.

N. Confession Of Judgment. In addition to other remedies, for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment in favor of Lender for any amount due on the Secured Debts including collection costs and attorneys' fees.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor and Landlord will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Landlord, Mortgagor, or any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Landlord and Mortgagor agree to indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor and Landlord will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged

CONFESSION OF JUDGMENT. In addition to other remedies, for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment in favor of Lender for any amount due on the Secured Debts including collection costs and attorneys' fees.

SIGNATURES. By signing, Mortgagor and Landlord agree to the terms and covenants contained in this Security Instrument. Mortgagor and Landlord also acknowledge receipt of a copy of this Security Instrument.

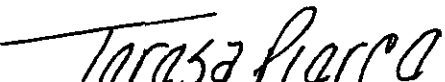
THUS DONE, SIGNED AND PASSED by Mortgagor, Landlord on the date first set forth above and in the presence of the undersigned competent witnesses, and me, notary, after due reading of the whole.

MORTGAGOR:

SHARPLIN REALTY LLC

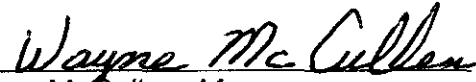
By  02/29/12
CHRISTOPHER SHARPLIN, Member

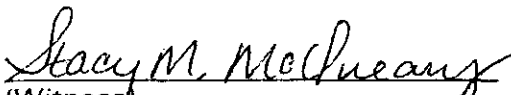

(Witness)


(Witness)

LANDLORD:

City of Natchitoches

By 
Wayne McCullen, Mayor


(Witness)


(Witness)

EXHIBIT "A"

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground is more particularly described as follows, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hanger on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

**SALE OF AIRPORT HANGAR AND
ASSIGNMENT OF LEASE**

BE IT KNOWN, that at the places and on the dates indicated below, before the undersigned

Notaries Public and subscribing witnesses, personally came and appeared:

EXCHANGE BANK & TRUST COMPANY, a Louisiana banking company, domiciled in the Parish of Natchitoches, Louisiana, represented herein by Michael S. Newton, duly authorized to act herein pursuant to resolution of the Board of Directors, with mailing address of 700 Front Street, Natchitoches, Louisiana 71457, (sometimes hereinafter referred to as "Bank" or "Seller")

and

SHARPLIN REALTY, LLC, a Limited Liability Company, doing business in the Parish of Natchitoches, Louisiana, with mailing address of 860 Washington Street, Natchitoches, Louisiana 71457, (sometimes hereinafter referred to as "Sharplin" or "Purchaser")

WHO DECLARED AS FOLLOWS:

BANK is the lessee under that certain lease from the City of Natchitoches as set forth in a Lease Agreement, dated January 1, 2005, which said lease provides for a term of ten years.

Said lease covers property in the Natchitoches Regional Airport, and is more fully described on said lease as follows, to-wit:

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground is more particularly described as follows, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hangar on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962.

BANK is the owner of certain movables and improvements located on the above described property, including, but not limited to, a hangar and all contents thereof.

SELLER and **PURCHASER** have entered into an oral Agreement to Buy and Sell, for the sell and purchase of the above described property and an assignment of the Lease described above.

BANK now wishes to convey the property described above and assign the lease to **SHARPLIN** and **SHARPLIN** wishes to acquire the property described above and assume the lease.

ACCORDINGLY, for and in consideration of the sum and price of Seventy Four Thousand and No/100 (\$74,000.00) Dollars, which said amount is paid herewith, receipt of which is hereby acknowledged, **BANK** does now convey, transfer, set over, assign, and deliver unto **SHARPLIN**, the following described property:

That certain hangar located on the leased premises described below, and all contents thereof.

For the consideration set forth above, **Bank** does further assign its rights under that certain lease from the City of Natchitoches as set forth in a Lease Agreement, dated January 1, 2005, which said lease provides for a term of ten years, which said lease covers property in the Natchitoches Regional Airport, and is more fully described on said lease as follows, to-wit:

A certain square, parcel or tract of land, measuring 147.6 feet on each side and containing one-half acre, more or less, and containing 21,785.76 square feet. The said plot of ground is more particularly described as follows, to-wit:

Start at the Northeast corner of the East and West paved runway, which is also the Northeast corner of the taxiway on the East side of the Natchitoches Regional Airport. From this point of beginning run 250 feet South 76 degrees 57 minutes West along the edge of the paved runway, thence at right angles 300 feet North 13 degrees 3 minutes West to Point "A", the point of beginning. "A" is likewise 300 feet South 76 degrees 57 minutes West from the Southeast corner of the hangar on the City Airport. From Point "A" run South 76 degrees 57 minutes West 147.6 feet to Point "B"; thence turn at right angles and run North 13 degrees and 3 minutes West 147.6 feet to Point "C"; thence turn at right angles and run North 76 degrees 57 minutes East 147.6 feet to Point "D"; thence run South 13 degrees 3 minutes East 147.6 feet to Point "A", the point of beginning.

This tract of land is a portion of the Natchitoches Regional Airport and is more fully shown on a plat of survey by A. J. Brouillette, Surveyor, dated June 8, 1962.

This transfer includes all improvement situated on the property, and all rights under the original lease, as amended, including all rights therein pertaining to options, extensions, and renewals.

As a result of this transfer, **SHARPLIN** is the lessee under the said Airport Lease, and it does hereby accept and assume all rights and obligations thereunder.

SHARPLIN does hereby assume and agrees to perform all duties, obligations and responsibilities of **BANK** under the Lease Agreement arising or accruing from and after the date hereof. **SHARPLIN** hereby agrees to indemnify and hold harmless **BANK** from and against any and all loss, cost or expense resulting by reason of **SHARPLIN'S** failure to perform any of the obligations of **BANK** after the date that **SHARPLIN** takes possession and control of the Lease Premises which date is agreed to be the Effective Date.

BANK shall remain in possession of the Lease Premises until the 29th day of February, 2012, at which time **BANK** shall vacate the Lease Premises and surrender same to **SHARPLIN**.

SHARPLIN acknowledges the terms and conditions of the said original lease from the City of Natchitoches and agrees to abide by same.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all items located hereon are conveyed by Seller and accepted by Purchaser "AS IS WHERE IS" without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operations, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement otherwise, or upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interest.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vice and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any right Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

And now comes and appears the City of Natchitoches, represented herein by Wayne McCullen, Mayor, as authorized by Resolution Number 015 of 2012 for the purposes of acknowledging and consenting to this Assignment of Lease from **BANK** to **SHARPLIN**.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana, this 29th day of February, 2012.

WITNESSES:

Kristyn M. [Signature]

Exchange Bank & Trust Company

By: Michael S. Newton

Tarasa Harco

Sharplin Realty, LLC

By: Christopher Sharplin

[Signature]
Notary Public
Bar/Notary No. 16735
My Commission Expires: 07/01/13

THUS DONE AND PASSED in the presence of the undersigned Notary Public and
subscribing witnesses, at Natchitoches, Louisiana, this 13th day of March, 2012.

WITNESSES:

City of Natchitoches

Stacy M. McQuary

Wayne McCullen
By: Wayne McCullen, Mayor

Jill Rayner

Bobbie Brandon

Notary Public

Bar/Notary No. 16735

My Commission Expires: at Death

Resolution: Approving the sale of airport hangar and assignment of lease from Exchange Bank to Mr. Chris Sharplin

WHEREAS, the Natchitoches Regional Airport Commission has discussed and agreed to the sale and the lease assignment of the Exchange Bank airport hangar.

BE IT RESOLVED, that The Natchitoches Regional Airport Commission recommends that the Mayor and City Council approve the sale of Airport hangar and assignment of lease from Exchange Bank to Mr. Chris Sharplin.

THUS DONE AND SIGNED this 21st day February, 2012 as per agreement of the members of the Natchitoches Airport Commission at its regular monthly meeting held on, Tuesday, January 17, 2012.

Natchitoches Airport Commission

A handwritten signature in black ink, appearing to read 'Sam Parker', written over a horizontal line.

SAM PARKER, Chair

Mr. McCain further noted that we have a resolution from the Airport Commission stating they agreed to the lease assignment from Exchange Bank.

Ms. Morrow introduced to the Council Mr. Andrew Davis and asked if he would like to introduce herself to the Council. Mr. Davis stated he would be moving back to the City of Natchitoches.

The Mayor asked if there was any further business to be brought before the Council.

There being none, Mr. Mims made a motion to adjourn the meeting, Mr. McCain seconded the motion, and the meeting was adjourned at 7:50 p.m.



WAYNE McCULLEN
MAYOR



DON MIMS
MAYOR PRO TEMPORE